

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
AT CHARLESTON**

STARR INDEMNITY & LIABILITY COMPANY,

Plaintiff,

CIVIL ACTION NO. 5:21-cv-00277
JUDGE _____

v.

JUSTICE FAMILY GROUP, LLC,

Defendant.

COMPLAINT

The Plaintiff, Starr Indemnity & Liability Company (hereinafter “Starr Indemnity”), by and through counsel, for its Complaint against Defendant, Justice Family Group, LLC, states as follows:

JURISDICTION AND VENUE

1. Starr Indemnity is a property and casualty insurance company incorporated in the State of Texas.
2. Starr Indemnity maintains its main administrative office at 399 Park Avenue, New York, New York.
3. Starr Indemnity is authorized to do business, and does business, in the State of West Virginia.
4. For diversity purposes, Starr Indemnity is a citizen of Texas and New York.
5. Justice Family Group, LLC is a limited liability company duly organized and existing under the law of the State of Delaware.

6. Justice Family Group, LLC is an authorized foreign limited liability company in West Virginia pursuant to W. Va. Code § 31B-10-1001, et seq.

7. Upon information and belief, the members of Justice Family Group, LLC are James C. Justice II, James C. Justice III, and Jillean L. Justice.

8. James C. Justice II is the governor of West Virginia and is a citizen of the state of West Virginia.

9. Upon information and belief, James C. Justice III is a citizen of the state of Virginia.

10. Upon information and belief, Jillean L. Justice is a citizen of the state of West Virginia.

11. For diversity purposes, Justice Family Group, LLC is a citizen of West Virginia and Virginia.

12. The amount in controversy between the parties is in excess of Seventy-Five Thousand (\$75,000.00) Dollars.

13. Jurisdiction in this Court is proper and is based on diversity of citizenship under 28 U.S.C. § 1332.

FACTUAL ALLEGATIONS

14. At the specific instance and request of Justice Family Group, LLC, Starr Indemnity issued a workers compensation and employers liability insurance policy, under policy number 100 0003255, which covered the term June 1, 2018 to June 1, 2019 (the “2018 WC Policy”).

15. At the specific instance and request of Justice Family Group, LLC, Starr Indemnity issued a workers compensation and employers liability insurance policy, under policy number 100

0003255, which covered the term June 1, 2019 to June 1, 2020 (the “2019 WC Policy” and, together with the 2018 WC Policy, the “WC Policies”).

16. The WC Policies are insurance contracts which provide insurance coverage for certain liabilities of Justice Family Group, LLC as set forth therein in exchange for payment of premiums.

2018 WC Policy

17. Pursuant to the terms of the 2018 WC Policy, Justice Family Group, LLC has certain deductible obligations to reimburse Plaintiff for amounts associated with claims submitted for coverage thereunder.

18. The 2018 WC Policy has a per accident deductible of One Million Dollars (\$1,000,000.00) when the bodily injury occurs by accident.

19. The 2018 WC Policy has a per employee deductible of One Million Dollars (\$1,000,000.00) when the bodily injury occurs by disease.

20. Pursuant to the terms of the 2018 WC Policy, Justice Family Group, LLC must reimburse Starr Indemnity within 30 days from the date notice is sent that payment of amounts under the deductible are due.

21. As of the date of this Complaint, the claims and payments for which deductibles are owed by Justice Family Group, LLC under the 2018 WC Policy are listed in Exhibit A attached hereto and made a part hereof.

22. As of the date of this Complaint, Justice Family Group, LLC owes \$111,789.66 for deductibles under the 2018 WC Policy.

2019 WC Policy

23. Pursuant to the terms of the 2019 WC Policy, Justice Family Group, LLC has certain deductible obligations to reimburse Plaintiff for amounts associated with claims submitted for coverage thereunder.

24. The 2019 WC Policy has a per accident deductible of One Million Dollars (\$1,000,000.00) when the bodily injury occurs by accident.

25. The 2019 WC Policy has a per employee deductible of One Million Dollars (\$1,000,000.00) when the bodily injury occurs by disease.

26. Pursuant to the terms of the 2019 WC Policy, Justice Family Group, LLC must reimburse Starr Indemnity within 30 days from the date notice is sent that payment of amounts under the deductible are due.

27. As of the date of this Complaint, the claims and payments for which deductibles are owed by Justice Family Group, LLC under the 2019 WC Policy are listed in Exhibit B attached hereto and made a part hereof.

28. As of the date of this Complaint, Justice Family Group, LLC owes \$54,876.61 for deductibles under the 2019 WC Policy.

29. Starr Indemnity demanded that Justice Family Group, LLC reimburse it for the payment of the deductible amounts set forth in Paragraphs 22 and 28 above, in a timely fashion.

30. Justice Family Group, LLC has failed and refused to remit payment of the \$166,666.27 owed to Starr Indemnity.

31. Justice Family Group, LLC remains indebted to Starr Indemnity in the amount of \$166,666.27 due to its failure and refusal to reimburse Starr Indemnity.

32. Starr Indemnity has fulfilled its contractual obligations and provided the insurance coverage afforded by the Policies.

COUNT ONE – BREACH OF CONTRACT

33. Plaintiff incorporates by reference Paragraphs 1 through 32, as if fully set forth herein.

34. Starr Indemnity, on numerous occasions prior to filing the instant litigation, demanded payment of \$166,666.27 owed by Justice Family Group, LLC.

35. Justice Family Group, LLC has failed and refused to pay the deductibles due under the Policies.

36. Through its failure to reimburse Starr Indemnity, Justice Family Group, LLC has breached the insurance contracts between the parties.

37. By reason of the foregoing, Starr Indemnity has sustained damages of \$166,666.27, plus interest, and costs.

COUNT TWO – UNJUST ENRICHMENT

38. Plaintiff incorporates by reference Paragraphs 1 through 37, as if fully set forth herein.

39. Starr Indemnity provided insurance coverage and related services to Justice Family Group, LLC for which it has refused to pay.

40. Justice Family Group, LLC, through its refusal to pay for the insurance coverage and related services, has been unjustly enriched at Starr Indemnity's detriment.

41. Justice Family Group, LLC has failed, refused, and continues to refuse to pay the balance due and owing to Starr Indemnity, thereby resulting in damages to Starr Indemnity in the amount of \$166,666.27, plus interest, and costs.

WHEREFORE, Plaintiff, Starr Indemnity & Liability Company demands judgment against Defendant, Justice Family Group, LLC, in the amount of \$166,666.27 for compensatory damages, together with costs of suit, pre- and post-judgment interest, and any and all other such relief as this Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

**STARR INDEMNITY & LIABILITY
COMPANY,**

By Counsel:

/s/ Matthew A. Nelson

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